

**AGREEMENT
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1178, FORT LEE, VIRGINIA
AND
US ARMY TRADOC ANALYSIS COMMAND FORT LEE
US ARMY PROJECT MANAGER INTEGRATED LOGISTICS-SYSTEM
US ARMY PROCUREMENT RESEARCH ANALYSIS OFFICE
US ARMY INFORMATION SYSTEMS SOFTWARE DEVELOPMENT CENTER FORT LEE
US ARMY DENTAL ACTIVITY
US ARMY MEDICAL DEPARTMENT ACTIVITY
US ARMY LOGISTICS MANAGEMENT COLLEGE
US ARMY GARRISON FORT LEE
US ARMY QUARTERMASTER CENTER & SCHOOL
US ARMY COMBINED ARMS SUPPORT COMMAND**

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PREAMBLE

In accordance with the provisions of Title 7 of the Civil Service Reform Act and Federal Service Labor-Management Relations Statute, as appropriate, (hereinafter referred to as FSLMRS), the following agreement is entered into between the US Army Quartermaster Center and School, Fort Lee, Virginia; the US Army Medical Department Activity, Fort Lee, Virginia; the US Army Combined Arms Support Command, Fort Lee, Virginia; the US Army Logistics Management College, Fort Lee, Virginia; the US Army Garrison, Fort Lee, Virginia; the US Army Information Systems Software Development Center-Fort Lee, Fort Lee, Virginia, the Project Manager-Integrated Logistics Systems, Fort Lee, Virginia, the US Army Procurement Research and Analysis Office, Fort Lee, Virginia, the US Army TRADOC Analysis Command, Fort Lee, Virginia, and the US Army Dental Activity, Fort Lee, Virginia, hereinafter referred to as the EMPLOYER, and the American Federation of Government Employees, Local 1178 (AFL-CIO) hereinafter referred to as the UNION.

In consideration of the mutual covenant herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of the FSLMRS to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means to amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Union agrees to support the Employer in his efforts to eliminate waste; combat absenteeism; conserve materials and supplies; insure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will among the Employer, the Union, employees and the local community. The Union agrees to publish periodic articles in their local and national news media stressing Union support of the above efforts. WHEREAS, in the administration of all matters covered by the Agreement, officials and employees are governed by existing laws and regulations, and by future laws and all subsequently published policies and regulations implementing those laws.

NOW, THEREFORE, the parties hereto agree as follows:

CONTRACT LANGUAGE

Whenever language in this agreement refers to specific duties or responsibilities of specific management personnel, it is intended to merely exemplify how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which management personnel will perform the function discussed.

STATEMENT OF GENDER

USE OF THE PRONOUNS HE, SHE, HIM, HER, HIS AND HERS IN THIS CONTRACT, WHEN APPEARING SINGULARLY, ARE UNDERSTOOD TO PERTAIN TO BOTH THE MASCULINE AND FEMININE GENDER.

ARTICLE 1 RECOGNITION AND UNIT DETERMINATION

Section 1-1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the bargaining units (as defined in Section 1-2 below). The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section 1-2. This agreement applies to the following:

a. All nonsupervisory, nonprofessional GS employees of:

- (1) US Army Combined Arms Support Command
- (2) US Army Garrison Ft. Lee (excluding temporary employees)
- (3) US Army Quartermaster Center and School (excluding temporary employees)
- (4) US Army Logistics Management College (excluding temporary employees)
- (5) US Army Medical Department Activity (excluding temporary employees)
- (6) US Army Dental Activity
- (7) US Army Information Systems Software Development Center - Fort Lee
- (8) Project Manager - Intergrated Logistics Systems (excluding temporary employees)
- (9) US Army Procurement Research and Analysis Office (excluding temporary employees)
- (11) US Army TRADOC Analysis Command - Ft. Lee (excluding temporary employees)

b. All nonsupervisory WG employees of:

- (1) US Army Logistics Management College (excluding temporary employees)
- (2) US Army Combined Arms Support Command
- (3) US Army Information Systems Software Development Center-Fort Lee.

c. All professional employees of:

- (1) US Army Combined Arms Support Command (excluding temporary employees)
- (2) US Army Quartermaster Center and School (excluding temporary employees).
- (3) US Army Logistics Management College (excluding temporary employees)
- (4) US Army TRADOC Analysis Command - Ft. Lee (excluding temporary employees)
- (5) US Army Garrison, Fort Lee (excluding temporary employees)

d. Excluded: Employees engaged in Federal personnel work except in a purely clerical capacity, guards, supervisors, management officials, confidential employees and any other employees defined in Section 7112 of FSLMRS.

ARTICLE 2 - MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 2-1. Matters appropriate for consultation or negotiation between the Union and the Employer are personnel policies and practices and matters affecting working conditions.

Section 2-2. Consultation is defined as communication (either oral or written) in an effort to reach mutual understanding. Negotiation is defined as mutual discussion in an effort to reach a mutual agreement. The Employer will provide the Union a copy of any proposed directive which effects working conditions. The proposed directive will be provided to the Chief Steward at least (10) working days prior to the date of implementation; the Employer will advise the Union of efforts that could result in a substantial change in working conditions. If compelling circumstances exist that prevent the Employer from compliance, the Employer will notify the Chief Steward and/or furnish copies at the earliest time possible. In rare instances, when the Union feels that the 10 working days are insufficient, it may request in writing, an extension of time, explaining in detail as to why such an extension is deemed necessary. Management is under no obligation to grant an extension.

Section 2-3. Either party desiring or having a need to consult with the other will normally give advance notice to

the other party. Such notice will include a statement of the subject to be discussed.

Section 2-4. It is recognized that this Agreement is not all inclusive and that certain working conditions have not been specifically covered in the Agreement. This does not lessen but rather increases the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this Agreement.

ARTICLE 3 - RIGHTS OF EMPLOYER

Section 3-1. The customary and usual rights, powers, functions and authority of Management are vested in the Employer. Included in these rights, in accordance with applicable laws and regulations, but not limited thereto, is the right to take whatever actions that are necessary to carry out the assigned mission of the agency; its budget; its organization; the number of employees; and the numbers, types and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices.

Section 3-2. The right to make local rules and regulations will be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policies, procedures and practices in matters of working conditions, the Employer will give due regard and consideration to the obligations imposed by this Agreement and the provisions of the FSLMRS and other applicable rules and regulations.

Section 3-3.

a. Management officials of the agency retain the right, in accordance with applicable laws and regulations.

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency, and

(2) in accordance with applicable laws-

(a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted;

(c) with respect to filling positions, to make selections for appointments from--

(1) among properly ranked and certified candidates for promotion; or

(2) any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in this section will preclude any agency and any labor organization from negotiating--

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which Management officials of the agency will observe in exercising any authority under this section;

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials.

ARTICLE 4 - RIGHTS OF THE EMPLOYEES

Section 4-1. Employees will have, and will be protected in the exercise of, the right, freely and without fear of penalty, reprisal or coercion, to Join and assist the Union or to refrain from any such activity. Except as expressly Provided hereinafter and in the FSLMRS, the freedom of such employees to assist the Union will be recognized as extending to participation in the management of the Union and action for the Union in the capacity of a Union representative.

Section 4-2. An employee has the right to communicate with the Union and the Civilian Personnel Officer. An employee also has the right to communicate with management officials within the organization above the immediate supervisor. The parties encourage the use of the chain of command.

Section 4-3. An employee desiring to visit a Union representative, the Civilian Personnel Officer, or higher management official can make an appointment and then request permission for official time from the supervisor. If the scheduled appointment will adversely effect work requirements, the supervisor will indicate such and offer alternate times. Normally the employee will be granted time during the employee's regular duty hours. The employee does not have to explain the reason for the visit.

Section 4-4. An employee has the right to file a complaint, a grievance, or appeal without interference, coercion, or threat of reprisal. The Employer will not interfere with or attempt to interfere with the filing of such complaint, grievance, or appeal. Nor will the Employer threaten, or take any act of reprisal against an employee because he has filed or expressed an intention to file a complaint, a grievance, or an appeal under any of these procedures.

Section 4-5. The Employer will take such action, consistent with law, as may be required in order to assure that employees are apprised of the rights and privileges as provided in this article, and that no interference, restraint, coercion or discrimination is practiced within the unit to encourage or discourage membership in the Union.

Section 4-6. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials without intervention of Union officials except in the case of grievance procedures negotiated herein or matters otherwise appropriate for consultation or negotiation between the Employer and the Union.

Section 4-7. Nothing in the Agreement will require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by the employee for the payment of dues through payroll deductions.

ARTICLE 5 - RIGHTS OF THE UNION

Section 5-1. The Union will have the right and responsibility to present its views to the Employer either orally or in writing. This will include any matter of concern which is appropriate for consultation in accordance with Article 2.

Section 5-2. The Union will have the right and will discuss with the employer any dispute or complaint concerning the interpretation or application of this Agreement, or any policy, regulation or practice related to personnel policies, practices or working conditions.

Section 5-3. The Union will designate an adequate number of stewards, not to exceed 20, so that each employee in each unit will have reasonable access to a steward or a representative. The Union will supply the Employer a complete list of all elected officers, all other authorized representatives, and all authorized Union stewards together with the specific organizational component within the unit in which each Union steward is authorized to act on behalf of the Union. Such list will be in writing and be provided on a current basis.

Section 5-4. The Union has a right to be represented at discussions between Management and employees or

employee representatives concerning individual employee grievances under the negotiated grievance procedures. This right to be present does not extend to informal discussions of problems between an employee and supervisory officials. However, if such discussions involve decisions on personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Union such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Union.

Section 5-5. The Employer will grant administrative leave to Union representatives within the unit to attend Union training relating to matters within the scope of the FSLMRS provided the subject matter of such training is of mutual concern to the Employer and to the employee in his capacity as a Union representative and the Government's interest will be served by the employee's attendance. Requests for Union representatives and officials to attend other meetings or briefings will be considered on an individual basis. Time will be allowed only when considered by the Employer to be warranted and within the intent of current Army regulations regarding excused time off. Leave for these purposes will be granted in accordance with applicable laws and regulations.

ARTICLE 6 - UNION REPRESENTATIVES

Section 6-1. Unless otherwise specified in this article, the term "Union representative" includes Union stewards, Officers of the Union who are employees, and other elected or appointed representatives.

Section 6-2. Each steward will normally restrict his activity to the specific office, department, division, or organizational component in which he is authorized by the Union to act in its behalf.

Section 6-3. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Local. Each Union representative is authorized to consult with the respective Management official at his level, and each Union representative is authorized to conclude agreements on appropriate matters. Such action may include presentation of Union views to officials of the Executive Branch, the US Congress, or other appropriate authority.

Section 6-4. There will be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his duties.

ARTICLE 7 - OFFICIAL TIME

Section 7-1. Reasonable amount of official time will be granted to Union representatives to meet with Management officials, and to meet with employees to prepare and present grievances, complaints, appeals, and other appropriate matters.

Section 7-2. The Union representative will keep his supervisor informed of scheduled meetings with employees or other management officials and request permission for official time. If work requirements will be adversely affected by a scheduled meeting, the supervisor will inform the representative, who will re-schedule the meeting.

Section 7-3. Representatives who are employees may use a reasonable amount of official time without charge to leave or lose of pay for the purpose of participating in the personal presentation of a grievance, including any hearing held in connection therewith. Official time will be granted in any amount the agency and the exclusive representative involved agree to be reasonable, necessary and in the public interest. The aggrieved employee may use official time in preparing and processing such a grievance. Official time may also be used by stewards or authorized representatives in performing their representational duties under this article. Employees of the service who are made available as witnesses will be considered to be in a duty status when appearing at such a presentation. Any witnesses called who are not Agency employees will be

the responsibility of, and at the expense of, the party calling such witnesses.

ARTICLE 8 - USE OF OFFICIAL FACILITIES

Section 8-1. Acceptable office space, which can be secured, will be provided on the premises for carrying on official business of the Union. It will be readily accessible to handicapped employees to enter and exit.

Section 8-2. A reserved parking space, visibly marked AFGE will be provided in the parking lots for buildings P-5000, P-10500 P-12500.

Section 8-3. The Local President or his designee will be allowed access to an DNS/WATTS telephone for the purposes of appropriate communications. In addition, all stewards will be allowed access to Government telephones for local use when necessary in conducting proper labor-management relations activities. The location of these telephones will insure these stewards of reasonable privacy when conducting labor-management relations activities. This provision is for use when performing official representation functions. An on-post telephone will be provided for use in the Union office.

Section 8-4. At the request of the Union, and subject to safety and security regulations, suitable space will be made available, if possible, for meetings of the Union during non-duty hours of the employees involved. The Union assumes the responsibility for loss or damage to the facilities, other than normal wear and tear, and will restore them to the conditions that existed prior to use.

Section 8-5. The Employer will provide a bulletin board for use by the Union for posting official Union information in each tenant activity and in each CASCOM and QMS directorate. The bulletin board will be at least six (6) square feet and be located in conjunction with, or near, the organizations official bulletin board. Additionally, the Union may provide bulletin boards of reasonable size to be installed by Management in conjunction, or near, any other official bulletin board. The Union will be responsible for maintaining the police of such bulletin board space and will remove all outdated materials.

Section 8-6. The Employer agrees to give consideration to other services and facilities requested by the Union insofar as they are consistent with FS114RS and applicable laws and regulations.

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ARTICLE 9 - LABOR-MANAGEMENT COOPERATION

Section 9-1. The Employer will semiannually furnish the Union a list of names, Position titles, grades and organization of all bargaining unit employees within the capabilities of local flexibility of standard SCIPMIS programs. The listing will be by organization in alphabetical sequence by last name.

Section 9-2. In accordance with laws, regulations, and FLRA decisions, the Union will have membership on established committees directly affecting the working conditions of employees in the unit.

Section 9-3. Each organization will provide each new bargaining unit employee a 'Union Information Packet', which will be supplied by the Union. The organization point of contact will notify the Union office when additional packets are needed. Both parties must mutually agree to the contents of the packets. The Union will be notified of and have the right to be present at activity group orientations of new bargaining unit employees and to make available to each employee a copy of the negotiated agreement.

Section 9-4. Where any records of meetings between Management officials and the Union at the division/department, chairman level and above are determined necessary by either party, the party requesting the records will prepare a summary record of such meeting, making a preliminary draft available to the other party for review prior to final preparation, and will furnish a copy of the final record to the other

party.

ARTICLE 10 - HOURS OF WORK

Section 10-1. The regular hours of work for all employees will normally not exceed 40 hours a week unless the employee is participating in an authorized Alternate Work Schedule. Uncommon tours of duty and shifts to cover a minimum of 40 hours per week may be established, based on needs of continuity of operations, maintenance, and workload obligations. Exceptions may be made when the Employer determines such exceptions to be in the best interest of Government.

Section 10-2. If an employee reports for work at the prescribed starting hour on a scheduled work day and is prepared for and remains capable of, but is prevented from, performing his regularly assigned duties by uncontrollable circumstances (i.e. inclement weather, acts of God, etc.) the Employer will make every attempt to keep the employee gainfully employed by assigning him to other duties or to an alternate worksite. In the event this is not possible, the employee will be excused with no loss of pay or leave, in accordance with applicable regulations.

Section 10-3. When a change in established tours of duty is required, the Employer agrees to notify the affected employee or employees in advance of the next administrative workweek.

Section 10-4. Employees will be granted short rest periods during the daily tour of duty. The rest period may not exceed 15 minutes during each four (4) hours of continuous work. Rest periods will not, under any circumstances, be continuations of lunch period nor taken immediately prior to quitting time.

Section 10-5. Unless extenuating circumstances exist, employees will be scheduled two consecutive days off each week.

Section 10-6. Employees in organizations that have not implemented the 5-4-9 Alternate Work Schedule will be permitted to participate in a credit hours program whereby:

- a. Employees can earn 1, 1.5, or 2 credit hours per day, provided sufficient work is available and approved by the supervisor.
- b. Credit hours can be used in 1 hour increments.
- c. The maximum accumulation will be 24 hours. Employees will not request to earn credit hours in excess of 24 hours.
- d. Request to earn credit hours will normally be made on the day preceding the one in which they are to be earned.
- e. If credit hours are approved and overtime is subsequently made available, employees can elect to work overtime.
- f. The use of the earned credit hours can be requested by submitting SF-71; credit hours can be used in lieu of, or together with, approved leave and/or compensatory time.
- g. When an employee requests credit hours, management will consider if work requirements may result in a backlog and/or overtime requirements which will make credit hours desirable.
- h. Credit hours may be worked only by employees covered by flexitime.
- i. Management will determine the level of approval for earning credit hours.

ARTICLE 11 - OVERTIME

Section 11-1. Authorized time worked in excess of eight (8) hours per day or forty (40) hours per week will be considered overtime worked unless the employee is participating in an alternate work schedule. Fifteen minutes is the minimum period of overtime that can be authorized.

Section 11-2. Every employee in the same classification within a section or organizational unit will be considered for the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the department will permit. Overtime will be assigned to bargaining unit employees on a rotational basis. An employee will not be excluded from equitable distribution of overtime as a result of approved leave. Where special skills are required, employees possessing such skills will be assigned to the overtime work involved. Each supervisor will maintain whatever records are necessary to Justify the distribution of overtime. These records will be available for review by the shop steward should a complaint arise. The shop steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all employees as far as Possible. Supervisors will not assign overtime work as a reward or penalty. Any complaint or disagreement on the distribution of overtime will be processed in accordance with Article 27, Grievance Procedures.

Section 11-3. In the assignment of overtime, the Employer agrees to provide the employee advance notice as soon as possible after it has been determined that there is a need for overtime work by that employee.

Section 11-4. Employees who work overtime will be allowed a 15 minute paid break during every continuous four (4) hour period worked.

Section 11-5. Employees either in training or on details will be considered for overtime in the section to which detailed, subject to provisions of this Article.

Section 11-6. Overtime will not be compulsory except when official requirements must be met.

Section 11-7. An Employee called back in on an overtime basis outside his basic scheduled tour of duty will receive a minimum of two (2) hours pay at overtime rate even if he cannot be utilized for a minimum of two (2) hours. An Employee's pay begins at the time the employee actually begins work. An Employees may not be paid from the time he leaves home.

Section 11-8. Employees whose rate of pay is below the maximum step of GS-10 will not be required to take compensatory time in lieu of payments when overtime is worked. When adequate funding is available, the use of compensatory time will not be a factor in establishing any overtime rosters.

Section 11-9. Overtime will be paid in accordance with the Fair Labor Standards Act, Office of Personnel Management (OPM), and Department of the Army regulations and directives.

ARTICLE 12 - TRAVEL AND PER DIEM

Section 12-1. Employees on temporary duty away from their designated post of duty will not be required to use inadequate government quarters. When adequate quarters are not available, certificates of nonavailability will be issued under the provision of applicable Department of Defense Joint Travel Regulations.

Section 12-2. It is agreed that minimum living conditions as established in AR 210-11 will be followed in determining adequate quarters.

Section 12-3. The parties agree that the employer/employee will determine in advance of departure the availability of government quarters. If such quarters are not available, the travel orders will so state and maximum authorized advance for travel and per them will be approved. If, upon arrival, expected quarters are not available, the traveler will notify the order issuing authority for an amendment to orders authorizing

additional per diem.

Section 12-4. If the employee does not feel that the government quarters provided meet the above standards, he will present the complaint to the billeting management and allow a reasonable time for the problem to be rectified. If the problem cannot be corrected in reasonable time, the employee will notify the order issuing authority and request authorization to use full travel and per them expenses.

Section 12-5. Whenever possible, all travel will be scheduled during the basic workweek. However, if it is necessary for an employee to travel outside the regularly scheduled work week, the travel must either be such as to meet the necessary conditions to qualify as hours of work for which the employee will be paid, or the official ordering the travel Will state in writing the reasons why the travel must be performed at that time.

Section 12-6. In accordance with 41 CFR part 201-38, dated

11-4-87 when in a travel or TDY status, employees shall have the use of government telephones to take care of personal matters and if government telephones are not available, then such calls shall be considered an authorized reimbursement expense. Reimbursement will normally be limited to 15 minutes for each TDY period. Claims for more that 15 minutes require approval of the order issuing authority and the employee may be required to justify the claim in writing.

ARTICLE 13 - ANNUAL LEAVE

Section 13-1. Employees will earn annual leave in accordance with applicable laws and regulations. Annual leave will be granted when requested, consistent with workload requirements. A decision will be given as soon as possible, but not later than two (2) work days after the receipt of the request for leave. Requests for emergency annual leave will be considered on an individual basis.

Section 13-2. Employees will cooperate with supervisors by scheduling approximately 75% of annual leave by 1 February of each year. Management will cooperate by posting the tentative annual leave scheduled not later than 1 April of each year. In the event of a conflict of two (2) or more employees, the employee having the Most seniority based on service computation date will be granted the leave. Exceptions to this may be determined by the supervisor where periods of choice leave, e.g., before or after a holiday, are involved. Leave may then be granted on a rotational basis.

Section 13-3. Any employees having annual leave to their credit may apply in advance for leave and such leave with pay will be approved, for any work days which occur on the employee's birthday or religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operation of the activity.

Section 13-4. An employee taking approved annual leave for the last four (4) hours of the workday, and whose assigned lunch period begins prior to 1200 hours, normally will be permitted to work for the additional period of time necessary or through his lunch period, as appropriate, 80 that he may leave at 1200 hours, provided he can be gainfully employed in his regular duties.

Section 13-5. Tardiness of 30 minutes or less may be excused by the supervisor when warranted and justified by the circumstances and the employee is not habitually tardy. Tardiness of 31 - 60 minutes may be excused by the division head when circumstances so warrant. Excused tardiness is not compulsory or even desirable in all cases.

Section 13-6. To ensure that employees will not unintentionally forfeit annual leave and to ensure that the unit's mission will not be hampered by excessive absenteeism at the end of the leave year, the Employer will, when considered necessary, schedule annual leave giving the employees due consideration.

Section 13-7. Advance annual leave will be granted in accordance with applicable laws and regulations.

ARTICLE 14 - SICK LEAVE

Section 14-1. Employees will earn and be granted sick leave in accordance with applicable laws and regulations. The Employer and the Union recognize the value of sick leave and the importance of each employee in conserving it to the maximum extent possible as a means for ensuring continuity of income during periods of illness and incapacitation from duty. In furtherance of that objective, the Union will assist the Employer by emphasizing the importance to each employee in the unit in conserving their sick leave.

Section 14-2. Sick leave records will be made available only to supervisors of the employee; the employee; officials who review these records for official purposes, Civil or Federal Courts when ordered by a subpoena; or upon consent of the employee, it will be released to the Union, their personal representative, or their personal physician. In no event will the Employer allow anyone, other than the aforementioned, to review employee sick leave records.

Section 14-3. Sick leave, if accrued, will be granted to employees when they are incapacitated for the performance of their duties, provided they furnish notice by telephoning their supervisor as soon as practicable, normally within two (2) hours after the beginning of their scheduled work shift; if the supervisor is not available, the employee's name, phone number where they can be reached, and nature of illness will be given to whomever answers the phone, who will pass the information to the supervisor. If notification by telephone is not practicable, the employee will notify the supervisor by letter, card, or telegram on the first day of the absence as verified by postmark or telegram date. In the notification, the Employer will be furnished the employee's name and nature of illness and estimated duration of absence. If an employee finds that he will be absent beyond the original estimated time, he will report this to the Employer not later than the last day of the originally reported absence, indicating the reasons for the continuing absence and the anticipated length. Notification will not in itself be Justification for approval of sick leave.

Section 14-4. Sick leave as necessary, will be granted, if accrued, for medical, dental, or optical examination or treatment. Sick leave for these purposes normally will be applied for in advance, in minimum amounts of leave necessary.

Section 14-5. Officials having authority to approve leave may require in unusual cases additional information to support specific requests for sick leave when it is believed reasonable to do so. Additionally, where there is a discernible pattern of sick leave usage which is indicative of possible abuse, the Employer has the right to make a general requirement that an employee furnish a medical certificate for all sick absences for a six (6) month period after an employee has been counseled in respect to the use of sick leave and has been given written notice that a medical certificate is required for each absence due to illness.

Section 14-6. Employees who are incapacitated for duty because of illness or disability, and there is a reasonable expectation the employee will return to duty, may be advanced sick leave not to exceed 30 days, provided that all accumulated sick leave and all annual leave in excess of a 30-day balance has been exhausted.

Section 14-7. If an employee's absence is necessary to care for a member of his family who is ill with a disease requiring isolation, quarantine, or restriction of movement for a particular period as defined by regulations of local health authorities, accrued sick leave will be granted. The Civilian Personnel Office will maintain a list of communicable diseases as prescribed by health authorities for which sick leave will be granted. Medical certification of such a disease will be required upon the employees return to duty.

Section 14-8. Employees who are injured while on duty will be assisted as necessary to obtain immediate

medical treatment, advised of benefits available to them, and assisted in executing necessary forms supporting claims for compensation.

ARTICLE 15 - OTHER LEAVE

Section 15-1. Employees on approved leave without pay status will accrue the rights and privileges including retirement benefits and coverage under Group Life Insurance and Federal Employee Health Benefits Program in accordance with applicable laws and regulations.

Section 15-2. Excused absence for registration and voting, civil defense activities, military funerals and situations within administrative discretion will be in accordance with the applicable laws and regulations.

Section 15-3. Absence for the purpose of attending court as a witness in a judicial proceeding on behalf of the United States Government or a State or Local government, or for jury duty, is not chargeable as annual leave. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for Jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present the Employer with written evidence of the time served on such duties, together with any jury or witness fees.

Section 15-4. Employees are encouraged to serve as blood donors and workload permitting, will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation and for necessary travel to and from the donation site. The maximum excusable time will not exceed four (4) hours except, when the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional four (4) hours may be authorized.

ARTICLE 16 - MERIT PROMOTION

This article is governed by the provisions of the Fort Lee Merit Promotion Plan, QMCENFL Reg 690-1-1.

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ARTICLE 17 - DETAIL ASSIGNMENT

Section 17-1. For the purpose of this article, the following definitions will apply:

a. A Standard Form (SF 52) is required for a detail of more than 30 days to a higher grade position and all other details of 120 days that involve duties not currently covered by the employee's Job description and performance standards. The appropriate job description will be provided to the employee by the effective date of the detail; performance standards will be issued within 30 days.

b. In addition to details to an established position at the same grade, management may approve extensions of details to unclassified duties, to higher grade positions, and to positions in organizations undergoing commercial activities studies as follows:

(1) Initial details and extensions will be in increments of no more than 120 days.

(2) Details may be extended in 120 day increments up to a maximum of one (1) year (applies to details to unclassified duties and to same, lower or higher grade positions).

(3) Details to an organization undergoing a commercial activities study may be extended, in 120 day increments, up to a maximum of two (2) years (applies to details to -unclassified duties and to same, lower or higher grade positions).

Section 17-2. Details will be reported on SF 52 by the supervisor requesting such detail to the Civilian Personnel Officer. The Civilian

Personnel Officer will approve such SF 52's in accordance with the provisions of appropriate Federal Personnel Regulations with two (2) copies to be furnished to the employee concerned so the Employee may provide one (1) copy to the Union Steward. No employee will be detailed to perform the duties of an established position of higher grade within the unit in excess of 60 days without being temporarily promoted (if qualified). Details to a higher grade position in excess of 120 days will be made under competitive procedures. ([see Amendment](#))

ARTICLE 18 - REDUCTION IN FORCE (RIF)

Section 18-1. For the purposes of this Agreement, a RIF is defined as a release of an employee from their competitive level by separation, demotion, furlough for more than 30 calendar days, or reassignment requiring displacement when there is a lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights that requires the Employer to release the employee.

Section 18-2. Transfer of function is defined as the transfer of performance of a continuing function from one (1, competitive area and its addition to one (1) or more competitive areas except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to the other competitive area(s) affected.

Section 18-3. In the event of a RIF, when the Employer decides to fill a vacancy, they will do so in accordance with Federal Personnel Manual 351. The Union will be notified when such a vacancy will be filled.

Section 18-4. An employee is given additional service credit based on the mathematical average (rounded in the case of fraction to the next higher whole number) of the employee's last three (3) (actual and/or assumed) annual performance ratings of record. Employees last three (3) annual performance ratings are computed on the following basis:

Exceptional rating - 20 additional years of service.

Highly Successful rating 16 additional years of service.

Fully Successful rating 12 additional years of service.

An annual rating received prior to the preceding (4) four year period is not used. To provide adequate time to properly determine employees retention standing prior to RIF, a cutoff date after which no annual performance rating will be put on record is established. This cutoff date will be 40 days prior to the date of specific RIF notices. This policy will be applied on a uniform and consistent basis in the competitive area where the RIF will occur. Use of a cutoff date does not alter the basis upon which the four (4) year period for crediting performance ratings is determined. This is always the four (4) year period prior to the cutoff date.

Section 18-5. The Employer will provide the Union with complete information regarding any reorganization, RIF and/or transfer of function and carry out the obligations of impact bargaining at the earliest practicable date.

Section 18-6. The Employer will request, when appropriate, that the OPM determine that the Agency is undergoing a major RIF for the purpose of authorizing voluntary retirements.

Section 18-7. Prior to and during a RIF, the Employer will meet individually with employees, at their request, eligible for optional or involuntary retirement to explain its benefits.

Section 18-8. Qualification requirements may be waived when it is determined that an employee affected by RIF has the capacity, adaptability and special skills required for a vacant position. This decision is made by the Civilian Personnel Office and the management officials within the organization where the vacancy occurs. If qualification requirements are waived, a written Justification will be prepared and maintained with appropriate RIF registers. The Union will be notified in each instance where qualification requirements are waived. Positive education will not be waived.

Section 18-9. Competitive Areas:

- a. These are the boundaries within which employees compete for retention under RIF procedures. Employees in a competitive area compete only with each other; they do not compete with employees in another competitive area.
- b. The minimum competitive area need not be larger than a local commuting area. When an organization has components in more than one local commuting area, each commuting area may be designated as a separate competitive area.
- c. Separate competitive areas may be used for interns.

Section 18-10. Competitive levels:

- a. An essential step in the planning of a RIF is to determine for each competitive area the types of Jobs in which employees will compete with each other for retention in the initial competition.
- b. A competitive level will consist of jobs so similar in all important aspects that the employee can move from one to another without significant training and undue interruption of the work program. They will also be sufficiently alike in pay systems, grades, and working conditions. A level may consist of only one job when the job is so unique that it is not interchangeable.

Section 18-11. A reasonable offer for the purpose of RIF is defined as the offer of a position which meets the following: (a) Be in the same competitive service; (b) Be in the same competitive area; (c) Last at least three (3) months; (d) Be one for which the released employee qualifies (unless qualifications are waived); (e) Have a representative rate no higher than the representative rate of the position from which the employee is released and (f) Be either vacant or occupied by another employee subject to displacement by the released employee exercising their retreating rights.

Section 18-12. Retention Registers:

- a. Retention registers will be established and employees listed in order of their retention standing, tenure group and subgroup.
- b. Subject to provisions of the Privacy Act, an employee affected by RIF and/or their representative will be given the opportunity to review records pertaining to the action, including regulations pertaining to RIF after they receive the RIF notice.
- c. An employee and/or his representative will be given the opportunity to review retention registers listing other employees who may be entitled to displace him as well as employees he may be entitled to displace.
- d. An employee and/or his representative will be given the opportunity to review retention registers for positions for which the employee is qualified, down to and including those in the same or equivalent grade as the position which constituted the best offer.

Section 18-13. Assignment. The Employer will guarantee a best offer of available employment to all employees affected through implementation of the RIF procedures in a position as close to their current grade as Possible. **THE EMPLOYEE HAS NO RIGHT TO CHOOSE HIS ASSIGNMENT.**

Section 18-14. Salary Retention. Salary retention for affected employees will be the maximum allowable under appropriate authorities.

Section 18-15. Notice to Employees. The Employer will provide a specific written notice to each employee affected by the RIF, if released from his competitive level, at least 60 calendar days prior to the effective date. The notice will state specifically what action is being taken, the effective date of the action, the employee's service computation date, group, subgroup and performance credit. It will describe the employee's competitive area and the competitive level and tell them why any lower standing employee is retained in their competitive level for more than 30 calendar days. Rights of appeal to the MSPB and time

limits on such appeals will also be in the notice. An extra copy of this notice will be given to the employee.

Section 18-16. Union Kept Current. For the duration of the RIF, the Employer will provide the Union with up-to-date information and keep them informed of all actions taken.

Section 18-17. Employment Assistance:

- a. Any career or career conditional employee who is separated because of RIF will be placed on a reemployment priority list, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not alter an employee's right to be offered permanent employment.
- b. Training that can be accomplished during the RIF period may be granted when there are sufficient funds and training which will enable an employee to obtain another skill for placement.
- c. The Employer will make every effort to find employment in other Federal agencies within the competitive area for those employees who are separated from the agency. The Employer will inform employees for whom no positions are located, of any benefits that may be available to them.

Section 18-18. Details:

- a. Details will be according to Article 17.
- b. Employees on detail will not be released during RIF from the position of detail but rather from the employee's permanent position.

Section 18-19. Moving Expenses:

- a. The Employer agrees to pay relocation expenses required under appropriate regulations.
- b. The Employer will grant official time to those employees moving as a result of RIF or transfer of function to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matter involved in the move, in accordance with applicable regulations.
- c. The Employer will provide counseling to affected employees and keep employees up-to-date on the RIF.

Section 18-20. Records. The Employer will maintain lists, records and information pertaining to the RIF for at least one (1) year.

Section 18-21. Transfer of Function Notice:

- a. The Employer will provide a specific written notice to each employee affected by the transfer of function at least 60 calendar days prior to the effective date. The notice will state specifically what action is being taken, the effective date of the action, and what is involved in acceptance or rejection of the offer of transfer. Any rights of appeal and the time limits on such appeals will also be in the notice. An extra copy of this notice will be given to the employee.
- b. An employee will initially have up to 30 calendar days in which to accept or reject the offer of transfer. Upon an employee's request, an extension may be granted by the Employer.
- c. The Employer will make every effort to find employment in other Federal agencies within the commuting area for those employees.
- d. Employees who are separated because of the transfer of function will be entitled to severance pay in accordance with applicable laws and regulations.

ARTICLE 19 - CONTRACTING-OUT OF BARGAINING UNIT WORK

Section 19-1. The Employer agrees to keep the Union as informed as possible of Commercial Activities (CA)

reviews that may affect their bargaining units. As allowable by law and regulation and on request, the Union will be provided access to statements of work and other acquisition information prior to issue of the solicitation. However, the confidentiality of both the in-house cost estimate and contract price will be maintained to ensure that they are completely independent.

Section 19-2. The Employer agrees to give a minimum of 90 days advance notice before the invitation for bids for the contracting of bargaining unit work.

Section 19-3. It is understood by both parties to this Agreement that Federal policy is against personal service contracts which establish an employee-Employer relationship. The Employer agrees to abide by all laws, rules, and regulations of the OPM, Comptroller General, and the Office of Management and Budget with respect to any Contract Activity.

Section 19-4. When the Employer determines that bargaining unit work will be contracted-out, the Employer will meet and confer with the Union concerning the impact on bargaining unit employees. Employee rights to reassignment, promotion, demotion, transfer, detail, retirement, etc., will be carried out in accordance with applicable laws and regulations and negotiated provisions of this agreement.

ARTICLE 20 - JOB DESCRIPTIONS

Section 20-1. Where action is proposed to modify any job description to the extent that the grade or qualification requirements are affected, the supervisor will discuss the proposed change with the employee concerned and a Union representative prior to the effective date of the change.

Section 20-2. Any employee within the unit that believes his Position is improperly classified will have the right to discuss the classification with his supervisor. The employee may be accompanied by a Union representative in discussing it with the supervisor. In the event the parties are unable to agree, an examination of the employee's work assignments will be conducted to determine whether or not the classification is proper for the work performed. As a part of this examination, management will talk personally with the employee and his supervisor. Such discussion will include an explanation of the applicable classification processes. The Employer will consider fully any information which the employee may wish to present and to discuss the audit with the employee. If a satisfactory resolution of the employee's complaint is not reached, the Employer will advise the affected employee of his appeal rights. (The employee is entitled to Union representation upon request.) *(see Amendment)*

Section 20-3. Every employee is entitled to a copy of his current Job description. The Employer will furnish the employee a copy of any changes to his Job description.

Section 20-4. The Union will, upon request, be provided with any Job description pertinent to an employee grievance or complaint. Specific additional information used in determining the classification of the position will also be made available at the request of the Union. If the job description is found to be inaccurate, steps to correct inaccuracies in job description will be taken in an expedient manner.

Section 20-5. All Job descriptions will include the clause 'Performs other related duties as assigned'. Employees will not be assigned "other related duties as assigned - as a form of punishment, rebuke, or reprimand. Duties assigned on a regular basis will be incorporated into the Job description.

ARTICLE 21 - PERFORMANCE APPRAISALS *(see Amendment)*

The parties agree that this article will be administered in accordance with the Department of Army Performance Management System. In addition the following provisions are added requirements or clarifications of existing requirements:

Section 21-1. In the event of a minimally acceptable rating, the employee's performance will be reevaluated after six (6) months. The reevaluation will be based on performance standards established and documented for this six (6) month period. The reevaluation period will begin the day after the employee receives the

appraisal.

Section 21-2. During the 6 month reevaluation period of minimally acceptable ratings the employer will discuss the employee's performance as often as deemed necessary by the employer. The employee may request additional discussions.

Section 21-3. Performance Plans will be discussed with employees at a minimum as follows:

- a. At the beginning of each rating period (normally within 30 days). The employee's and supervisor's signature on the performance plan for the rating period will serve as evidence that the discussion took place.
- b. At the midpoint of each rating period. Each Job element/performance standard will be individually discussed. If requested, the supervisor will provide specific requirements for an employee to improve performance. The supervisor will identify specific requirements if any standard is not being MET. An MFR will be prepared and signed by the supervisor with a copy provided to the employee. The employee will sign for receipt.
- c. At the end of each rating period when the annual appraisal is rendered. The Performance Rating will serve as documentation of this discussion.

Section 21-4. The parties recognize that performance counseling is an ongoing process and managers should keep employees advised of any changes in their performance which could result in the lowering of a Job element rating. While it is recognized that "MET" ratings do not normally require an element rating explanation, if an element is rated "MET" that was rated "EXCEED" on the previous annual performance appraisal, an element rating explanation will be provided.

ARTICLE 22 - ACCEPTABLE LEVEL OF COMPETENCY DETERMINATION FOR GS EMPLOYEES (WITHIN-GRADE INCREASES)

Section 22-1. The reconsideration procedure for negative determinations (i.e., withholding of within-grade increases) will be effected promptly and will be as follows:

- a. The employee will submit a request for reconsideration in writing through his supervisor to the Commander within 15 'Calendar days after receiving notice of the negative determination.
- b. The employee may present written reasons contesting the basis for the negative determination to an official appointed to review the reconsideration and may be accompanied by a representative of his choosing.
- c. When the reviewing official's decision is favorable to the employee, it supersedes the original decision and the within-grade increase then becomes effective as of the date originally due.
- d. When the reviewing official's decision is unfavorable to the employee, the notice of the decision and the reasons will be in writing and will inform the employee of his right to appeal that decision to the Merit Systems Protection Board (MSPB).

Section 22-2. When a negative determination is changed either after reconsideration or appeal to the MSPB, the change supersedes the negative determination and the effective date of the within-grade increase for which the employee becomes eligible is the date on which the within-grade increase originally became due.

Section 22-3. Should any appeal be denied, a new determination authorizing a previously denied within-grade increase may be made by the supervisor. The supervisor may, after 120 days, prepare a new rating and grant the employee's within-grade increase based on the employee's acceptable level of performance. The effective date of the within-grade increase for which he thus becomes eligible is the first day of the first pay period that begins on or after the date of the new determination. In any event, the decision to deny within-grade increases will be reviewed at not less than 52-week intervals.

ARTICLE 23 - HEALTH AND SAFETY

Section 23-1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions. (The Employer's reporting procedures are contained in AR 385-40 and QMFL Regulation 690-1-21.)

Section 23-2. The Employer agrees to compile and maintain a record of all accidents or reported possible causes of potential accidents.

Section 23-3. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards and there will be established an Executive Safety Council including at least one member (preferably the Union President) appointed by the Union. Functions of this council will follow the guidance in 29 CFR 1960.40 and AR 385-10. The Council will meet every three to six months.

Section 23-4. The designated Union member of the Executive Safety Council will be afforded time off from regular duty without loss of pay or charge to leave for the purpose of performing such duties provided for in this article.

Section 23-5. In case of Class A or B accidents involving bargaining unit employees, there will be an on site investigation to determine the circumstances of the accident in accordance with AR 385-40. A member of the bargaining unit may be present during the investigation; however, he may be removed from the accident scene if in any way he impedes the investigation process.

Section 23-6. A copy of accident reports or related documents involving bargaining unit employees will be made available to the Union by the CPO upon concurrence of the employee and review by the SJA.

Section 23-7. In the event an OSHA Compliance Inspector visits the installation (to investigate a matter involving a bargaining unit employee), at least one (1) appointed Union official and a representative of the Installation Safety Office will accompany the inspector during the complaint review.

Section 23-8. The Employer hereby agrees to maintain an occupational health program and to provide the following services:

- a. Emergency diagnosis and first aid treatment of work related injury or illness during official work hours.
- b. Pre-employment examinations of persons selected for appointment (within the limitation of FPM Chapter 339).
- c. Employee health maintenance examinations (periodic physicals) for those employees working in health hazards areas as identified by the Safety Office or Occupational Health Clinic.
- d. Such other services which may be required by law or regulation.
- e. This section in no way forbids offering of permissible services not required by law and or regulation.

Section 23-9. Protective devices, when determined by the Command Safety Office or Occupational Health Clinic will be furnished by the Employer and used by the employee.

Section 23-10. Employees may decline to perform their assigned task because of reasonable belief that, under the existing circumstances, the task poses an imminent risk of death or serious bodily harm and there is insufficient time for the imminence of such danger to be eliminated through normal abatement procedures. Affected employees may be temporarily assigned other duties commensurate with their skills and qualifications, until such time as the Director of Safety determines that the hazard which caused the concern does not or no longer exists.

Section 23-11. For safety reasons, no fewer than two (2) employees will normally be allowed to work in a Job considered hazardous or unhealthy without periodic checks being made by the supervisor or other senior personnel in the area.

Section 23-12. An employee not possessing the required skills will be required to perform repair work on or around moving or operating machines. An employee will not be required to work in areas that are imminently dangerous to life or health as determined by the Employer. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation.

Section 23-13. In the event an employee incurs an occupational injury the Employer will provide information as to the procedures and compensation available under the Federal Employees Compensation Act, upon submission of the proper claim forms submitted by the employee within 30 days of the accident occurrence.

Section 23-14. The Union will be provided accident reports upon request from the CPO Technical Services Branch, in accordance with AR 385-40 and upon review by the SJA.

Section 23-15. The procedures established in the Safety Program will not preclude the right of any employee to file a grievance at the appropriate step of the negotiated grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Employer and the Union.

Section 23-16. If time permits, the Union President or his designated representative will contact the Command Safety Office of employees concern of an alleged safety or health hazard. The Command Safety Office will respond to the Union President within 48 working hours of findings or contemplated action to resolve the issue.

Section 23-17. Heating and air conditioning systems in buildings occupied by bargaining unit employees will be maintained consistent with available resources. In instances where heating and air conditioning systems become ineffective or inoperative to the extent that internal working conditions hamper or preclude employees from performing their assigned tasks or the equipment necessary to perform such task becomes inoperative, management may institute any of the following (in no particular order) as determined appropriate by management: move employees to another worksite, relax dress standards, grant more frequent breaks, temporarily lessen work requirements, grant leave at employees request, grant excused absences in accordance with regulation, assign different duties, or make other appropriate arrangements.

ARTICLE 24 - EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Section 24-1. The Employer will assure that there is equal employment opportunity on all levels and that the full work force is free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age and mental or physical handicap. The employer is responsible for promoting these principles through a positive, continuing program by adherence to the requirements set forth in appropriate laws and regulations. The Union agrees to support Management's effort to assure equal employment opportunity for all.

Section 24-2. Management Commitment. The Employer will effectively administer the EEO Program-in a .manner that will assure effective performance in all program aspects, including affirmative action and processing of discrimination complaints. The Union and the Employer fully support all policies and programs. The Employer will strive to meet any goals and objectives established for full equal employment within its areas of jurisdiction. A statement will be issued and made public to all employees reflecting Management's commitment to attain EEO goals.

Section 24-3. Personnel Actions and Employment Practices. All personnel actions and employment practices involving unit employees will be in accordance with applicable laws and regulations. No work-related activity, facility, or service operated, sponsored, or participated in by the Employer will discriminate against any individual because of race, sex, color, age, or national origin.

Section 24-4. EEO Complaints and Employee Rights to Representation. The Employer will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the Agency Administrative Appeals procedure. The Employer will require support and cooperation of Management with EEO counselors and other officials including the Union in attempting to bring about informal resolutions of complaints and matters related to affirmative action programs. Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal. A complainant has the right to be accompanied, represented and advised by a representative of his or her choice during counseling or at any stage of the complaint procedure.

Section 24-5. EEO Counselors. The Employer agrees to provide a staff of trained EEO counselors, who will be available and accessible to all unit employees, wherever their work stations.

Section 24-6. Affirmative Action. The Employer will develop a results oriented program for affirmative action intended to resolve problems of underutilization and underrepresentation of minorities and women. Management's obligation to confer with the Union on any changes will be carried out in accordance with the FSLMRS. At the request of the Union President, or his designee, access will be provided to any report, recommendation, review, assessment, or evaluation pertaining to the Affirmative Action Plan which is subject to release under the Freedom of Information Act. Sanitized copies will be provided when requested by the Union. The Employer will consider the views and recommendations of the Union before taking final action on any matter appropriate for consultation/negotiation pertaining to Affirmative Action Plans with respect to which the views or recommendations are presented, and the Employer will provide the Union a written statement of the reasons for taking the final action when Union recommendations are not adopted. The Employer will publicize affirmative action measures, including the Affirmative Action Plan.

Section 24-7. Federal Women's Program (FWP). The Employer will designate Federal Women's Program Manager(8) who will be available to all employees. The Union may nominate an individual to serve on the FWP Committee. The Union has representation and input in the activities of the Federal Women's Program Manager(s) and representation on established FWP Committee(s).

Section 24-8. Hispanic Program. The Employer agrees to designate coordinator(s) for the Hispanic Program who will develop and provide special outreach for equal opportunity for Hispanic employees. The Union will have representation and input in the activities of the Hispanic Program Coordinator(s) and representation on established Hispanic Committee(s).

Section 24-9. EEO Committee. The Employer will establish an Equal Employment Opportunity Committee composed of representatives of the Union and the Employer. The Committee will be constituted and will function in accordance with AR 690-12. The Employer will publish for employees minutes of all meetings of the EEO Advisory Committee.

Section 24-10. The terms of this article apply to bargaining unit employees and applicants for employment to positions within the unit of recognition.

Section 24-11. All Union representation and employee participation in the program under this article will be on official time.

ARTICLE 25 - DISCIPLINARY ACTIONS

Section 25-1. The Employer agrees that the Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership. The Union shall be given the opportunity to be represented at any examination of an employee by management in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action and the employee requests representation. When a unit employee requests representation under this section, the Employer will (1) postpone the meeting for a reasonable period of time until the employee gains representation, or (2) elect to discontinue the interview and proceed with the investigation without the benefit that the interview may have provided.

Section 25-2. In the interest of good employee-management relations, the parties to this Agreement are encouraged to adjust disciplinary actions informally and promptly.

Section 25-3. Employees will be given two (2) copies of any proposed adverse actions and decisions of adverse actions to allow them a copy which they could provide to the representative.

Section 28-4. An employee who seeks redress of an adverse action against him may choose to either appeal the action to the MSPB or grieve the action under the negotiated grievance procedures found in this Agreement. Once an employee initiates one of the two avenues of redress, they may not subsequently file through the other procedure.

Section 25-5. Within the scope of Management control, warrants and subpoenas served on employees will be done in private.

Section 25-6. If during the course of an investigation an employee requests Union representation, no further questioning will take place until the employee gains representation. This right does not extend to informal discussions between an employee and a supervisor as a part of their normal relationship unless the employee reasonably believes that such discussion may lead to disciplinary action against the employee and the employee requests representation.

Section 25-7. Oral admonitions and letters of caution or requirement may be given by the employee's supervisor. However, neither will be made a matter of record in the employee's Official Personnel Folder. The employee may respond in writing to all records of oral admonition and letters of caution or requirement, and have their written response filed with the letter. The employer may remove memorandums of oral admonition and copies of letters of caution or requirement and the employees response, If any, from the record at any time after one year when determined that the requirements of the letter have been met.

Section 25-8. Employees may be formally disciplined by being reprimanded in writing, suspended from duty, reduced in grade or removed from employment. The employer may remove letters of reprimand from the employees official personnel folder at any time after two years when determined that the misconduct has been corrected. More than one charge for a single instance of misconduct is prohibited, except when the instance involves two (2) or more unrelated offenses.

ARTICLE 26 - GRIEVANCE PROCEDURES

Section 26-1. Purpose. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 26-2. Scope. A grievance is defined to be any dispute or complaint between the Employer and the Union or an employee covered by this Agreement which may pertain to any of the following:

- a. Any matter involving the interpretation, application, or violation of this Agreement, and

b. Any matter relating to the employment of the employee or the interpretation and application of Agency policies, regulations, and practices not specifically covered by this Agreement which concern personnel policies and practices or matters effecting working conditions.

c. Except that it will not include a grievance concerning:

- (1) Any claimed violation of Subchapter III, Chapter 73 CSRA (relating to prohibited political activities).
- (2) Retirement, Life Insurance or Health Insurance.
- (3) A suspension or removal for security reasons under FSLMRS.
- (4) Any examination, certification or appointment.
- (5) Classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Unfair labor practices.
- (7) Prohibited personnel practices.
- (8) Matters which have been filed as Equal Employment Opportunity complaints.
- (9) In as much as rights of reemployment, reinstatement, or restoration are rights that originate at a time when the individual is not an employee, the following areas are not covered by this procedure (this section does not exclude reemployment rights upon an employee's completion of an overseas assignment):
 - (a) A violation of reemployment priority rights appealable under FPM.
 - (b) A violation of reemployment or reinstatement rights appealable under FPM.
 - (c) A violation of restoration rights following military duty or recovery from compensable injury appealable under FPM.
- (10) Termination of employees serving a trial or probationary period or holding temporary appointments with definite time limits.
- (11) Excerpts in this Agreement from controlling laws and regulations.
- (12) Letters of Warning.
- (13) Matters related to RIF..
- (14) Denial of Within Grade Increases.

Section 26-3. This negotiated procedure will be the exclusive procedure available to the Union, Employer, and the employees in the bargaining unit for resolving such grievances.

Section 26-4. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. When a question of grievability or arbitrability arises, both parties agree to raise the question as early as possible after the determination is made. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

Section 26-5. The Employer and the Union agree that reasonable efforts will be made by Management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

Section 26-6. Procedures:

- a. Step 1. The employee and his representative will orally present the grievance to the immediate or first-line supervisor within fifteen (15) working days after the occurrence of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person(s) to consider the grievance at the next step. The supervisor will communicate a decision to the employee/representative within three (3) working days.
- b. Step 2. If the grievance is not resolved as a result of the above informal discussions, the grievance may be discussed within the next ten (10) working days by the aggrieved employee, the supervisor and the official(s) at the activity (normally below the Commander) having authority to make decisions on the matter involved in the grievance, and a representative of the Union. The consideration accorded the grievance during this discussion will be informal; however, a Memorandum for Record will be prepared by the employee's supervisor, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of actions decided upon during the discussions. This Memorandum, including the decision, will be provided all parties concerned within five (5) working days.
- c. Step 3. If an acceptable solution to the grievance still has not been reached, the employee or their Union representative may prepare a written grievance which must specify the issue(s) involved and the corrective or remedial action sought. This written grievance must be submitted, within ten (10) working days after receipt of the required Memorandum for Record in the previous step, to the Commander for a decision. A decision will be rendered within fifteen (15) working days.
- d. Step 4. If the Union decides to submit the grievance to arbitration, the Union will submit the arbitration request to the Commander within fifteen (15) working days after receipt of the decision. If the Union does not submit the arbitration request to the Commander within fifteen (15) working days from the date of his decision, as recorded in the written notice of decision, that decision will become final.

Section 26-7. Because of the formal nature of certain actions and since preliminary considerations have already been given to the employee, grievances over suspensions, removals, and management directed reassignments will be filed directly to the third step. *(see Amendment)*

Section 26-8. Union Grievances. Union grievances, other than specific employee grievances, may be initiated only by the President of Local 1178, or his designee and will be submitted in writing to the Commander within fifteen (15) working days of the date of the occurrence prompting the grievance. The Commander, or his designated representative, will meet with the President of Local 1173, or his designee, within fifteen (15) working days after receipt of the written grievance. The Commander will render a decision in writing within ten (10) working days after the meeting is concluded. The Union may invoke arbitration if not satisfied with that decision.

Section 26-9. Employer Grievances. Employer grievances will be initiated by the Commander, or his designee, and will be submitted in writing to the President of Local 1178. The Commander's designee will meet within fifteen (15) working days with the Union designee to assure that all pertinent facts are available. The Union will provide the Commander with a written decision within ten (10) working days after the meeting. The Employer may invoke arbitration if not satisfied with that decision.

Section 26-10. All time limits referred to in this article may be extended by mutual agreement of the parties concerned.

ARTICLE 27 - ARBITRATION

Section 27-1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance upon written request by either the Employer or the Union within fifteen (15) working days after issuance of the final decision, will be submitted to arbitration.

Section 27-2. Within three (3) working days from the date of the request for arbitration, either party will request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act

as arbitrators. The parties will meet within ten (10) working days after receipt of such a list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and will then repeat this procedure until one (1) person remains who will be the duly selected arbitrator. The order of striking is determined by the flip of a coin.

Section 27-3. The Federal Mediation and Conciliation Service will be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an arbitrator, or
- b. Of inaction or undue delay on the part of either party.

Section 27-4. If the parties fail to agree on a Joint submission of the issue for arbitration, each will submit a separate submission and the arbitrator will determine the issue or issues to be heard.

Section 27-5. The arbitrator's fee and the expense of the arbitration, if any, will be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek.

Section 27-6. All bargaining unit employees participating in the hearing will be in a duty status.

Section 27-7. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 27-8. The arbitrator's award will be binding on the parties.

Section 27-9. Any dispute over the interpretation of an arbitrator's award will be returned to the arbitrator for settlement.

Section 27-10. Either Management or the Union may decide to have arbitration hearings recorded and/or transcribed. If so, all resulting costs will be paid by the party that made the request. Should the arbitrator decide that such recording and/or transcription is necessary or should Management and the Union so decide jointly all resulting costs will be shared equally by Management and the Union. Although one party may not be interested in verbatim transcript but still received a copy for reasons that have to do with the Freedom of Information Act, the eventual costs will be assessed to both parties.

Section 27-11. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator will hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearing.

Section 27-12. Implementation of an arbitration decision will be initiated within 30 days of receipt of the arbitrator's award or an interpretation of the award or receipt of an appeal decision.

Section 27-13. The arbitrator's authority to grant attorney fees will be consistent with the FSLMRS.

Section 27-14. The Union may have one representative at arbitration proceedings to represent the employee and at the option of the Union, another representative (normally the steward who handled the grievance under Article 27) to serve as co-counsel or technical advisor to the Union if that steward is not presenting the Union's case. These representatives will be granted Official Time to prepare for and be present during arbitration.

ARTICLE 28 - VOLUNTARY ALLOTMENTS FOR PAYMENT OF DUES

Section 28-1. Union Responsibilities. The Union will assume responsibility for:

- a. Informing and educating its members of the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked.
- b. Purchasing and distributing to its members Standard Form 1187.
- c. Having each participating employee forward properly executed Standard Form 1187 to the Union Financial Officer who will review it for correctness, certify it, and forward to the Finance and Accounting Division responsible for payroll the employee.
- d. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to his servicing Finance and Accounting Division when such revocation is submitted to the Union.
- e. Informing the appropriate Finance and Accounting Division of any change in the amount of membership dues.
- f. Informing the appropriate Finance and Accounting Division of the name of any participating employee who is expelled or ceases to be a member in good standing in the Union within 14 days of the date of such final determination.
- g. Keeping the Employer Finance and Accounting Division currently informed as to the name, title, and address of Union Financial Officer.

Section 28-2. Management Responsibilities. The Employer is responsible for:

- a. Permitting and processing voluntary allotment of dues after determining that an employee has submitted a proper supplementary agreement in accordance with this article (Standard Form 1187).
- b. Withholding dues on a biweekly basis.
- c. Notifying the employee and the Union Financial Officer to whom the remittance is sent when an employee is not eligible for an allotment (dues withholding) and notifying the Union Financial Officer upon revocation of an allotment by an employee.
- d. Withholding new amounts of dues upon certification from the Union Financial Officer.
- e. Providing a remittance listing to the Union Financial Officer containing the following information:
 - (1) An alphabetical listing of employees indicating the following information.
 - (a) Employees having dues withheld for the current pay period.
 - (b) Employees for whom deductions have been authorized during the current pay period.
 - (c) Employees for whom deductions were authorized during the previous period but for whom deductions are not made in the current pay period.
 - (d) Union number (or code indicator).
 - (2) The gross amount deducted.

Section 28-3. Joint Stipulations:

- a. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the employee organization is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.
- b. An allotment will be terminated when the employee leaves the unit as a result of resignation, retirement, transfer, or other separation from the rolls of the activity, reassignment, promotion, or other personnel action (except transfer, reassignments, and promotions to activities under this agreement serviced by the same employee accounting division

as long as the employee remains part of an AFGE 1178 bargaining unit); when the dues withholding agreement between the activity and the Union is suspended or terminated; or when the employee has been suspended or expelled from the Union.

Section 28-4. Effective Dates. The effective dates for actions under this article are as follows:

- a. Starting dues withholding: Beginning of first pay period after date of receipt of properly executed and certified Standard Form 1187 in Finance and Accounting Division.
- b. Change in amounts of dues: Beginning the first pay period after receipt of certification by an authorized Union representative.
- c. Revocation by employees:
 - (1) Members who elected to pay dues by payroll deduction on/or prior to 1 September 1978, may withdraw 1 September 1979 and each 1 September thereafter.
 - (2) Members who elected to pay dues by payroll deduction after 1 September 1970, may withdraw on the annual anniversary date of their allotment. Thereafter, they may withdraw on the one-year anniversary dates of their allotment.
- d. Termination due to loss of membership in good standing. Beginning of first pay period after date of receipt of notification by an authorized Union representative.
- e. Termination due to separation or movement to a different servicing Finance and Accounting Division. If an employee is transferred to another servicing Finance and Accounting Division, he must execute a new Standard Form 1187 if he wishes to continue to have his dues deducted.
 - (1) If action is effective first day of a pay period, termination of allotment will be at the end of the preceding pay period.
 - (2) If action is effective on any other day than the first of a pay period, termination of allotment will automatically be at the end of the pay period.

ARTICLE 29 - GENERAL PROVISIONS

Section 29-1. Each employee will be at his Job site, ready to work, at the scheduled starting time of the shift and the conclusion of his lunch period. If an employee is required by the Employer to perform any work or duty either before or after his regular duty hours, he will be so directed and compensated at the appropriate rate of pay.

Section 29-2. The Union will support the Employer's blood donor, savings bonds, and other public service programs. The Union also supports the Employer's program on alcoholism. The problem of alcoholism is recognized as one in which both parties have an obligation. Therefore, the parties will counsel those employees identified as having a drinking problem to seek aid and medical treatment.

Section 29-3. The security and protection of Government property are of vital concern to both the Employer and the Union. The parties will cooperate in preventing theft of Government property by improving security of work and storage areas and by educating employees in the consequences of conviction for theft.

Section 29-4. The Union will be furnished 500 copies of this Agreement.

Section 29-5. The Union fully supports the Employer's policy guaranteeing equal employment opportunity to all persons without regard to race, color, religion, sex, age or national origin and mental or physical handicap.

Section 29-6. The Union will be provided an opportunity to explain the provisions of their health benefit program in the same circular advising all employees of their opportunities to change health programs during the open season.

Section 29-7. The Union and the Employer recognizes that productivity growth is a key to the maintenance of a good competitive position and stability of the workforce. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Union and the Employer agree to make every effort to reduce waste, conserve materials, safeguard employee's health, prevent accidents, discourage unplanned absences and encourage on-the-job improvement and suggestions for higher efficiency through practical and mutually beneficial means.

Section 29-8. When the distribution of literature is of mutual benefit to the Employer and the Union, the Employer agrees to allow the Union the use of the organization's mail rooms for distribution of factual literature of general interest to all employees. The Employer will make the determination as to whether the literature is of mutual benefit to both parties. When the Employer agrees to provide distribution, the Union will provide sufficient copies. It is understood that this privilege will not be extended to those organizations where other Unions hold representation.

ARTICLE 30 - DURATION, CHANGES AND REOPEN

Section 30-1. This Agreement will remain in full force and effect for three (3) years from the date of approval by the agency.

Section 30-2. Either party may give written notice to the other, not more than 90 nor less than 60 days prior to the three (3) years expiration date, and each subsequent expiration date for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is approved.

Section 30-3. If neither party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for three (3) year periods, subject to the other provisions of this article.

Section 30-4. This Agreement, except for its duration period as specified in Sections 1, 2 and 3 of this article, is subject to openings only as follows:

- a. Amendments or supplements may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event both parties will meet within 20 calendar days after receipt of implementing instructions for such changes, upon request of either party, for the purpose of negotiating such language that will meet the new requirements.
- b. If either party finds that its interest is adversely affected by any provision of this Agreement, or finds through experience that it is necessary to add further provisions, it will serve notice of intent to negotiate amendment(s) or supplement(s) to the existing Agreement. Request for amendment(s) or supplement(s) by either party must be in writing and must include a summary of the amendment(s) or supplement(s) proposed to this Agreement. Both parties will meet within 20 calendar days after receipt of such notice to negotiate the matter(s) involved in such requests. No changes will be considered except those bearing directly on the proposed amendments or supplements.

Section 30-5. This Contract Reopener will be reopened for negotiation on those issues declared nonnegotiable by the Employer in the following circumstances:

- a. The Employer or the head of the Agency withdraws their claim of nonnegotiability (Section 2424.5, (1) FLRA Rules) or
- b. The FLRA declares the issue negotiable (Section 2424.8 FLRA Rules) Negotiation will commence within 30 days of a decision in (a) or (b) above. Negotiations will be conducted under the ground rules used for negotiating this contract. Agreements reached will be included as part of this contract and will have the same duration.

Section 30-6. The above procedure does not preclude the parties from revising the proposals to overcome questions of nonnegotiability.

Section 30-7. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein will be made unless such agreement is made and executed in writing and approved by the parties.

**AMENDMENT TO AGREEMENT
DATED 23 FEBRUARY 1993
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1178, FORT LEE, VIRGINIA
AND
US ARMY TRADOC ANALYSIS COMMAND - FORT LEE
US ARMY PROJECT MANAGER INTEGRATED LOGISTICS SYSTEM
US ARMY PROCUREMENT RESEARCH ANALYSIS OFFICE
US ARMY INFORMATION SYSTEMS SOFTWARE DEVELOPMENT CENTER LEE
US ARMY DENTAL ACTIVITY
US ARMY MEDICAL DEPARTMENT ACTIVITY
US ARMY LOGISTICS MANAGEMENT COLLEGE
US ARMY GARRISON - FORT LEE
US ARMY QUARTERMASTER CENTER & SCHOOL
US ARMY COMBINED ARMS SUPPORT COMMAND**

Article 17-2. (Replace 2nd sentence) When a SF 52 is required, the employee will receive a copy of the SF 52 affecting the detail within 30 days of the beginning of the detail.

Article 20-2. Any employee in the unit who believes their position description is inaccurate will have the right to present their dissatisfaction to the supervisor. If it is determined by the supervisor that the position description is inaccurate, the supervisor will correct the situation by either modifying the position description or by withdrawing the duties being performed outside the position description. This applies only to duties being performed on a recurring basis. If the employee is not satisfied with the decision of the supervisor, he may exercise grievance rights under this agreement.'

If an employee believes that an accurate position description to which they are assigned is improperly classified, the employee may raise the issue through the supervisor to the "work center manager" as defined by the manage civilians to budget delegation of classification authority policy. If not corrected to the employee's satisfaction, the employee may file a classification appeal under the agency classification appeal procedure in effect.

In either of the above situations, if the supervisor (or work center manager in the case of allegation of improper classification) fails to act on the employee's request within 30 days, the employee may raise the issue to the commander for resolution. If action has not been initiated to correct the situation within 30 days following receipt by the commander, the employee will be entitled to retroactive pay if found to be performing higher grade duties. The retroactive pay will be set as of the date submitted to the commander.

Article 21 (Replace the entire article) The parties agree this article will be administered in accordance with the Total Army Performance Evaluation System (TAPES). In addition, the following provisions are added requirements. Section 21-1 Support forms or counseling checklist will be developed mutually by the employee and the supervisor within 30 days from the beginning of the rating period. The objectives/responsibilities will be thoroughly discussed to ensure both the employee and supervisor understand the performance expectations to be rated success/excellent on each objective/responsibility. Signatures on the performance evaluation support form will verify the discussion took place; no signature by the employee should appear on the form if the discussion does not actually take place.

Section 21-2. Performance counseling will be conducted by the supervisor at the midpoint of the rating period. Each objective/responsibility will be discussed regarding the employee's performance level. If the

midpoint counseling reveals that the employee is performing at a level (overall) less than that achieved on the employee's latest performance evaluation, the supervisor will document on the support form the specific performance requirements that must be achieved to elevate the overall performance rating.

Section 21-3. A subsequent counseling session will be conducted approximately midway between the Midpoint counseling session and the end of the rating period if it is determined that the employee is not performing at the same level as indicated during the midpoint counseling. However, if the subsequent counseling session does not take place, the employees' performance evaluation rating can not be lowered from the level indicated at the midpoint counseling. The supervisor can issue a rating at the level indicated at the midpoint counseling or conduct the counseling session and extend the rating period for 90 days.

Article 26-7. (added to the end of the last sentence)"... to the third step within fifteen (15) working days from the effective date of the action."